

Interagency Agreement Regarding the Area Authority's and Department of Social Services' Role in Providing for the Safety, permanency and Well-Being of Children, Including Timely Access to Mental Health Assessments

This Agreement made and entered into as of the date set forth below, by and between the _____ Area Authority for Mental Health, Developmental Disabilities and Substance Abuse (Area Authority) and the _____ County Department of Social Services.

WITNESSETH:

WHEREAS, each party is committed to providing appropriate services to children to assure their safety, permanency and well-being; and

WHEREAS, the Department of Social Services has responsibility for the appropriate care of children in their custody and children who are at-risk for abuse and neglect; and

WHEREAS, the Area Authority has responsibility for the appropriate care of children who have diagnosed mental illnesses; and

WHEREAS, it is the understanding of both parties that certain roles in serving children that are required by law, and that these laws serve as the foundation for defining the role and responsibility of each agency; and

WHEREAS, both parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with governing State and Federal laws;

NOW, THEREFORE, in consideration of the following agreements, the parties hereby agree to the following:

WHEN SERVING THE SAME CHILD OR FAMILY, EACH OF THE PARTIES AGREES:

1. To provide case management services within the purview of the agency's responsibility: the Department of Social Services will provide at-risk case management services, per the definition set forth in this agreement; the Area Authority will provide clinical case management services, per the definition set forth in this agreement.
2. There will be interagency meetings to plan services for a child or family (typically called "Child and Family Team" meetings); and each party agrees to participate by sending appropriate representatives to these meetings.
3. At interagency meetings, each party will participate in the planning for the child and family in the unique domains of their responsibility, as set forth in the definitions of case management services in this agreement.
4. Each party will document and bill third party insurers for its discrete case management activities, and such billing will be limited to each party's prescribed responsibility, as set forth the definitions of case management services in this agreement.
5. Each party will ensure that there is no duplication of service between clinical case management and at-risk case management.

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WHEN THE DEPARTMENT OF SOCIAL SERVICES DEEMS THAT A MENTAL HEALTH ASSESSMENT IS NECESSARY FOR A CHILD IN ITS CUSTODY, THE DEPARTMENT AGREES TO:

1. Contact the Area Authority intake unit and provide all needed information for the referral.
2. Prior to making a referral, evaluate the need for a mental health assessment referral, recognizing that referral in itself constitutes a significant intervention. There will be circumstances when a child in DSS custody has emotional or behavioral issues that can be addressed by the case worker accessing community resources that support the child's needs. However, if there is uncertainty about the child's mental health needs, a referral always should be made.

UPON RECEIVING A MENTAL HEALTH ASSESSMENT REFERRAL FOR A CHILD IN DEPARTMENT OF SOCIAL SERVICES CUSTODY, THE AREA AUTHORITY AGREES:

1. Through its intake unit, to gather the necessary information to determine whether a referral is an emergency, urgent or routine.
2. To schedule a mental health assessment within one-hour if the referral is determined to be an emergency.
3. To schedule a mental health assessment within two-working days if the referral is determined to be urgent.
4. To schedule a mental health assessment within 10 working days if the referral is determined to be routine.
5. The intake unit will document the time and date of referral, and communicate its determination to the Department of Social Services worker who is making the referral.
6. An appointment for a mental health assessment will be scheduled based on the above time-frames.
7. If the above time-frames cannot be met, the intake unit will provide an explanation and make reasonable accommodations to respond the need for a timely mental health assessment.

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DEFINITIONS

Clinical Case Management

Clinical case management is a therapeutic intervention to assist clients in locating needed services, coordinating the delivery of those services, and monitoring the adequacy of the services. Therapeutic intervention typically encompasses these domains: psychiatric medication, crisis intervention, psychotherapy, therapeutic mentoring, psycho-educational and school behavioral programming, therapeutic recreation, day treatment, and residential treatment.

At-Risk Case Management

At-Risk Case Management is a psychosocial intervention to assist clients in locating needed services, coordinating the delivery of those services, and monitoring the adequacy of the services. Psychosocial intervention typically encompasses these domains: safety and protection, food, housing, clothing, medical care, school placement and adjustment, vocational needs, financial needs, parent/child or foster parent/child relationship problems, and residential placement coordination.

Duplication of Service

Duplication means not providing the same service to the same individual for the same purpose. It is not a duplication of service to have both the Area Authority and Department of Social Services case managers at treatment team ("Child and Family Teams") meetings.

Emergency Care

Emergency response is required when a client's circumstances are imminently life-threatening (suicidal or homicidal).

Urgent Care

Urgent care is required when the client's circumstances are potentially life threatening (suicidal or homicidal).

Routine Care

Routine care is available when the client's circumstances are not life-threatening.

TERM OF AGREEMENT

This agreement shall be in effect as of the date of the agreement is sign by both parties and shall renew automatically unless otherwise modified. Both parties to this agreement may terminate participation upon thirty days notice to the other party of this agreement.

SIGNATURES OF PARTIES TO THIS AGREEMENT:

Director, Department of Social Services

Date

Area Director, Area Authority

Date